



June 11, 2018

FILED ELECTRONICALLY

The Honorable Jocelyn G. Boyd
Chief Clerk

South Carolina Public Service Commission

PO Drawer 11649
Columbia SC 29211

Attorneys at Law

Alabama
Florida
Louisiana
Mississippi
South Carolina
Tennessee
Texas
Washington, DC

John J. Pringle, Jr.

Direct: 803.343.1270 E-

Fax: 803.343.1238

jack.pringle@arlaw.com

RE: Application of Gentle Giant Moving Company (NC), LLC for a Class E
(Household Goods) Certificate of Public Convenience and Necessity for
Operation of Motor Vehicle Carrier
Docket No. 2018-122-T

Dear Jocelyn:

On behalf of the Applicant, attached please find an additional updated Application in the
above-referenced Docket.

The updated application contains an amended tariff, an updated equipment list, and a bill
of lading.

To the extent necessary, please allow this application to serve as the prefiled testimony
of the Applicant.

With kind regards, I am

Yours truly,

s/ John J. Pringle, Jr.

John J. Pringle, Jr.

cc: Lessie Hammonds, Esq. (via electronic mail service)
Ms. Lisa Rivard (via electronic mail service)

STATE OF SOUTH CAROLINA**(Caption of Case)**

Example: Application for a Class C Charter Certificate from
John Doe dba Doe's Limo

**Application for a Class E Household Goods
Authority for
Gentle Giant Moving Company (NC), LLC**

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

TRANSPORTATION COVER SHEET**DOCKET**

NUMBER: _____ - _____ - _____

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: Gentle Giant Moving Company (NC), LLC

Telephone: 617-806-1110

Address: 3827 Barringer Drv.

Fax: 617-806-1107

Charlotte, NC 28217

Other: _____

Email: lrivard@gentlegiant.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Application - Class A/A Restricted | <input type="checkbox"/> Request for Name Change on Certificate |
| <input type="checkbox"/> Application - Class C Taxi | <input type="checkbox"/> Request to Amend Scope of Authority |
| <input type="checkbox"/> Application - Class C Charter | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application - Class C Charter Bus | <input type="checkbox"/> Request to Amend Passenger Limit |
| <input type="checkbox"/> Application - Class C Non-Emergency | <input type="checkbox"/> Request |
| <input type="checkbox"/> Application - Class C Stretcher Van | <input type="checkbox"/> Exhibit |
| <input checked="" type="checkbox"/> Application - Class E Household Goods | <input type="checkbox"/> Late-Filed Exhibit |
| <input type="checkbox"/> Application - Class E Hazardous Waste | <input type="checkbox"/> Letter |
| <input type="checkbox"/> Application | <input type="checkbox"/> Proposed Order |
| <input type="checkbox"/> Request for Extension to Comply with Order | <input type="checkbox"/> Publisher's Affidavit |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Request for Cancellation of Certificate | <input type="checkbox"/> Response |
| <input type="checkbox"/> Request for Suspension | <input type="checkbox"/> Return to Petition |
| <input type="checkbox"/> Request for Reinstatement | <input type="checkbox"/> Other: _____ |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Phone: (803) 896-5100 FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: 03/29/2018 (and updated 6/11/18)

- ☒ E (HHG) - Household Goods
☐ E (HAZ) - Hazardous Material

IMPORTANT! If application is to amend scope of authority, a current annual report must be on file with the Commission **before** application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

- ☒ New Application
☐ Amended Scope of Authority

Current Scope:
(list counties)

Amended Scope:
(list counties)

1.

Gentle Giant Moving Company (NC), LLC

Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

3827 Barringer Dr., Charlotte, NC 28217

Street Address of Applicant

29 Harding Street, Somerville, MA 02143

Mailing Address of Applicant (if different from street address)

617-806-1110

Phone

617-806-1107

FAX

lrivard@gentlegiant.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GENTLE GIANT MOVING COMPANY (NC), LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF OCTOBER, A.D. 2005, AT 1:03 O'CLOCK P.M.



4040915 8100

050815371

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4205983

DATE: 10-05-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:11 PM 10/05/2005
FILED 01:03 PM 10/05/2005
SRV 050815371 - 4040915 FILE

GENTLE GIANT MOVING COMPANY (NC), LLC
(a Delaware limited liability company)

CERTIFICATE OF FORMATION

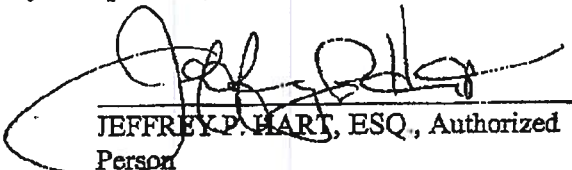
Pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act"), the undersigned hereby certifies as follows:

1. Name of the Limited Liability Company. The name of the limited liability company formed hereby (the "LLC") GENTLE GIANT MOVING COMPANY (NC), LLC.

2. Office of the Limited Liability Company. The address of the LLC's registered office in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of the registered agent at such address is Corporation Services Company.

3. Principal Place of Business of the Limited Liability Company. The principal place of business of the LLC is 29 Harding Street, Somerville, Massachusetts, 02143.

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 20th day of September, 2005.


JEFFREY P. HART, ESQ., Authorized
Person

The State of South Carolina




Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

GENTLE GIANT MOVING COMPANY (NC), LLC,
a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on March 16th, 2018, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 16th day
of March, 2018.


Mark Hammond, Secretary of State

3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☒ Corporation - List names and addresses of two principal officers.

Larry P. O'Toole, 36 Farrwood Dr., Andover, MA 01810

John Pacocha, 43 Crawford Rd., Chester, NH 03036

4. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☒ Yes ☐ No

If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.

See attached.

5. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of convictions below.

6. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

If yes, list dates and nature of revocations below.

Lisa Rivard

Subject: FW: [External] Gentle Giant

From: Rajeev, Krishna K [mailto:Krishna.Rajeev@psncuc.nc.gov]
Sent: Friday, March 16, 2018 8:57 AM
To: Lisa Rivard <LRivard@GentleGiant.com>
Subject: RE: [External] Gentle Giant



**NORTH CAROLINA
PUBLIC STAFF
UTILITIES COMMISSION**
March 16, 2018

Dear Sir/Madam,

Gentle Giant Moving Company (NC), LLC was granted a certificate of exemption (C-2406) by the North Carolina Utilities Commission to transport household goods within North Carolina on February 2, 2006.

The company is currently in compliance with all required commission statutes, including quarterly and annual report filings. They also maintain a satisfactory operational record in regards to consumer complaints and reviewable billing practices.

Please let me know if you seek additional details.

Mr. Krishna Rajeev

Director - Transportation Rates Division

Public Staff / NC Utilities Commission

(919) 733-0878

(919) 733-0879 (FAX)

<https://publicstaff.nc.gov/transportation>



Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Financial Statement

Applicant's assets and liabilities are as follows: See attached.

<u>Assets:</u>		<u>Liabilities:</u>	
Value of Real Estate	<input type="text"/>	Mortgage/Loan on Real Estate	<input type="text"/>
Value of Motor Vehicles	<input type="text" value="\$4,221*"/>	Loans Owed on Motor Vehicles	<input type="text"/>
Cash on Hand	<input type="text" value="\$106,957**"/>	Business/Other Loans Owed	<input type="text"/>
Cash in Bank	<input type="text"/>	Other Liabilities or Debts	<input type="text"/>
Value of Other Assets and Equipment	<input type="text" value="\$9,211"/>	Total Liabilities	<input type="text" value="\$93,566"/>
Total Assets	<input type="text" value="\$120,389"/>		

* Net of depreciation.

INSTRUCTIONS:

** Includes other Current Assets in addition to Cash.

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

Gentle Giant Moving Co., Inc. Consolidated Re-Forecast 20171 at Jan 1, 2018 For the Year Ending Dec 31, 2018														
	Re-Forecast												2018	
	January	February	March	April	May	June	July	August	September	October	November	December		
Revenue														
Moving Sales	\$ 1,748,601	\$ 1,488,427	\$ 2,028,582	\$ 2,390,583	\$ 3,267,664	\$ 4,874,937	\$ 5,232,324	\$ 4,943,769	\$ 3,787,766	\$ 3,126,563	\$ 2,713,609	\$ 2,429,624	\$ 38,032,449	5,265,610
Regional Interstate Support	103,542	93,452	111,325	105,993	183,469	264,829	299,460	237,104	159,584	121,816	101,864	92,365	1,874,803	\$ 10,533,184
Other Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 13,963,859
Storage Sales	396,748	388,371	388,734	397,146	400,173	431,896	451,064	441,928	446,238	416,202	405,490	385,815	4,949,805	\$ 8,269,796
Total Sales	\$ 2,248,891	\$ 1,970,250	\$ 2,528,641	\$ 2,893,722	\$ 3,851,306	\$ 5,571,662	\$ 5,982,848	\$ 5,622,801	\$ 4,393,588	\$ 3,664,581	\$ 3,220,963	\$ 2,907,804	\$ 44,857,057	\$ 316,045
Revenue Adjustments	(53,776)	(47,045)	(60,352)	(69,429)	(91,209)	(131,790)	(141,902)	(133,423)	(103,999)	(87,414)	(76,807)	(69,614)	(1,066,750)	\$ 1,173,853
Other Revenue	32,743	30,781	33,647	36,732	43,314	53,064	54,999	53,419	45,950	40,549	38,099	36,019	499,316	\$ 1,229,215
Total Revenue	\$ 2,227,858	\$ 1,953,986	\$ 2,501,936	\$ 2,861,025	\$ 3,803,411	\$ 5,492,936	\$ 5,895,945	\$ 5,542,797	\$ 4,335,539	\$ 3,617,716	\$ 3,182,255	\$ 2,874,209	\$ 44,289,613	\$ 1,339,230
Expenses														\$ 1,207,507
Labor	930,735	810,880	989,748	1,104,116	1,494,571	2,092,496	2,230,598	2,089,183	1,625,090	1,371,263	1,211,964	1,089,249	17,039,893	1,173,853
Vehicle	318,874	281,013	335,878	359,467	460,661	616,487	675,638	611,592	515,783	446,884	404,795	353,363	5,380,435	\$ 1,229,215
Other Direct	120,357	100,503	133,910	178,631	232,028	320,052	323,074	300,885	224,842	214,585	172,043	157,431	2,478,341	\$ 1,339,230
Facility	313,249	322,474	312,509	308,459	304,934	310,894	309,409	309,903	310,894	314,271	317,011	323,521	3,757,528	\$ 1,207,507
General & Admin.	1,155,886	1,157,877	1,245,209	1,207,504	1,247,313	1,315,377	1,286,133	1,259,154	1,271,383	1,230,047	1,155,624	1,162,212	14,693,719	\$ 1,339,230
Total Expenses	\$ 2,839,101	\$ 2,672,747	\$ 3,017,254	\$ 3,158,177	\$ 3,739,507	\$ 4,655,306	\$ 4,824,852	\$ 4,570,717	\$ 3,947,992	\$ 3,577,050	\$ 3,261,437	\$ 3,085,776	\$ 43,349,916	\$ 9,793,348
Net Income - Pre Bonus	(\$611,243)	(\$718,761)	(\$515,318)	(\$297,152)	\$63,904	\$837,630	\$1,071,093	\$972,080	\$387,547	\$40,666	(\$79,182)	(\$211,567)	\$939,697	\$ 9,793,348
Cumulative Net Income	(\$611,243)	(\$1,330,004)	(\$1,845,322)	(\$2,142,474)	(\$2,078,570)	(\$1,240,940)	(\$169,847)	\$802,233	\$1,189,780	\$1,230,446	\$1,151,264	\$939,697		\$ 9,793,348
<i>Actual.</i>														
Gross Profit Margin	857,892	761,590	1,042,400	1,218,811	1,616,151	2,463,901	2,666,635	2,541,137	1,969,824	1,584,984	1,393,453	1,274,166	19,390,944	
As a percent to Revenue	38.5%	39.0%	41.7%	42.6%	42.5%	44.9%	45.2%	45.8%	45.4%	43.8%	43.8%	44.3%	43.8%	
Gross Profit Margin Moving	482,177	389,483	680,371	854,362	1,263,873	2,110,731	2,302,474	2,179,213	1,581,635	1,215,647	1,026,671	921,946	15,008,583	
As a percent to Sales	26.0%	24.6%	31.8%	34.2%	36.6%	41.1%	41.6%	42.1%	40.1%	37.4%	36.5%	36.6%	37.6%	
Shipments	1,071	936	1,204	1,384	1,784	2,223	2,172	2,166	1,873	1,494	1,429	1,238	18,973	17%
Customer	989	876	1,143	1,308	1,689	2,071	2,036	2,054	1,788	1,425	1,363	1,165	17,906	3,210
Interstate Support	82	60	61	76	95	152	136	112	85	69	66	73	1,067	5,392
Traditional	65	40	48	54	62	93	93	83	68	46	45	53	750	6,211
GGX	17	20	13	22	33	59	43	29	17	23	21	20	317	5,878
Direct Labor hours	27,571	23,203	31,002	36,491	48,041	64,776	71,658	63,755	51,550	38,142	38,139	32,755	527,085	33%
Customer	25,720	21,641	29,230	34,751	45,235	60,508	66,749	59,969	48,841	36,079	36,411	31,192	496,327	22%
Interstate Support	1,851	1,562	1,771	1,740	2,806	4,268	4,909	3,786	2,710	2,063	1,728	1,564	30,758	4,161
Traditional	1,339	1,182	1,508	1,254	2,353	3,035	3,547	2,808	1,208	861	739	633	20,467	3,953
GGX	512	380	264	486	453	1,233	1,362	978	1,502	1,202	989	930	10,290	208
Per Direct Labor Hour														
Local Moving Revenue	\$ 67.99	\$ 68.78	\$ 69.40	\$ 68.79	\$ 72.24	\$ 80.57	\$ 78.39	\$ 82.44	\$ 77.55	\$ 86.66	\$ 74.53	\$ 77.89	\$ 76.63	
Labor Cost	\$ 33.76	\$ 34.95	\$ 31.93	\$ 30.26	\$ 31.11	\$ 32.30	\$ 31.13	\$ 32.77	\$ 31.52	\$ 35.95	\$ 31.78	\$ 33.25	\$ 32.33	
Vehicle Cost	\$ 11.57	\$ 12.11	\$ 10.83	\$ 9.85	\$ 9.59	\$ 9.52	\$ 9.43	\$ 9.59	\$ 10.01	\$ 11.72	\$ 10.61	\$ 10.79	\$ 10.21	
Labor as a % of Moving Revenue	50.3%	51.3%	46.3%	44.2%	43.3%	40.7%	40.3%	40.3%	41.2%	42.2%	43.0%	43.2%	42.7%	
Vehicle as a % of Moving Revenue	17.2%	17.8%	15.7%	14.4%	13.3%	12.0%	12.2%	11.8%	13.1%	13.8%	14.4%	14.0%	13.5%	

North Carolina
For the Twelve Months Ending Sunday, December 31, 2017

December					2017					
Monthly	Monthly	Act vs Bud	Monthly	Curr vs LY		YTD	YTD	Act vs Bud	YTD	Curr vs LY
Actual	Budget	Variance	Last Year	Variance		Actual	Budget	Variance	Last Year	Variance
Revenues										
\$86,299	\$75,276	\$11,023	\$62,149	\$24,150	Local Moving Sales	\$1,029,618	\$1,136,176	(\$106,558)	\$1,103,303	(\$73,685)
2,380	3,213	(833)	4,809	(2,429)	Local Packing & Unpacking Sales	45,473	48,495	(3,022)	44,529	944
1,300	1,928	(628)	2,784	(1,484)	Fees & Surcharges	18,016	29,097	(11,081)	30,054	(12,038)
3,017	5,416	(2,399)	5,025	(2,008)	Transit Insurance	77,821	81,749	(3,928)	72,381	5,440
7,167	5,508	1,659	5,725	1,442	Materials	82,486	83,135	(649)	69,054	13,432
240	459	(219)	260	(20)	Miscellaneous	9,374	6,928	2,446	8,605	769
100,403	91,800	8,603	80,752	19,651	Total Local Sales	1,262,788	1,385,580	(122,792)	1,327,926	(65,138)
2,629	4,770	(2,141)		2,629	Interstate Origin/Dest.	102,486	74,730	27,756	112,866	(10,380)
6,870	700	6,170	14,395	(7,525)	GGX Origin/Dest.	80,208	12,600	67,608	43,713	36,495
9,499	5,470	4,029	14,395	(4,896)	Total Origin/Dest.Services	182,694	87,330	95,364	156,579	26,115
109,902	97,270	12,632	95,147	14,755	Total Moving Sales	1,445,482	1,472,910	(27,428)	1,484,505	(39,023)
8,616	11,638	(3,022)	11,512	(2,896)	Vault Storage	142,105	132,167	9,938	133,256	8,849
875	1,293	(418)	2,000	(1,125)	Oversize Item Storage	15,375	14,683	692	17,075	(1,700)
391	467	(76)	585	(194)	Climate Control	4,971	5,301	(330)	5,750	(779)
	11	(11)			Storage Access Fee	90	120	(30)		90
948	1,127	(179)	1,520	(572)	Storage Insurance	12,902	12,800	102	13,716	(814)
586	465	121	823	(237)	Interstate W/H Support	8,602	5,278	3,324	6,157	2,445
11,416	15,001	(3,585)	16,440	(5,024)	Total Storage Sales	184,045	170,349	13,696	175,954	8,091
121,318	112,271	9,047	111,587	9,731	Total Sales Revenue	1,629,527	1,643,259	(13,732)	1,660,459	(30,932)
(1,872)	(2,495)	623	(1,609)	(263)	Revenue Adjustments	(37,228)	(36,320)	(908)	(39,003)	1,775
119,446	109,776	9,670	109,978	9,468	Total Revenues	1,592,299	1,606,939	(14,640)	1,621,456	(29,157)

North Carolina
For the Twelve Months Ending Sunday, December 31, 2017

December					2017				
Monthly	Monthly	Act vs Bud	Monthly	Curr vs LY	YTD	YTD	Act vs Bud	YTD	Curr vs LY
Actual	Budget	Variance	Last Year	Variance	Actual	Budget	Variance	Last Year	Variance
Expenses									
37,472	30,609	6,863	33,544	3,928	Labor	461,411	463,719	(2,308)	476,830 (15,419)
5,122	5,204	(82)	13,802	(8,680)	Workers' Compensation	63,020	77,833	(14,813)	158,620 (95,600)
3,499	2,755	744	3,437	62	Payroll Taxes	39,486	41,735	(2,249)	42,156 (2,670)
857	2,003	(1,146)	2,206	(1,349)	Benefits	18,302	28,292	(9,990)	23,423 (5,121)
46,950	40,571	6,379	52,989	(6,039)	Total Labor Expense	582,219	611,579	(29,360)	701,029 (118,810)
120	360	(240)	240	(120)	Vehicle Maintenance	3,271	4,265	(994)	4,056 (785)
72		72	621	(549)	Vehicle Damages	12,928		12,928	621 12,307
3,401	2,422	979	3,849	(448)	Fuel	32,596	36,705	(4,109)	36,232 (3,636)
35	213	(178)	(37)	72	Depreciation, Vehicles	772	2,556	(1,784)	2,557 (1,785)
4,552	3,230	1,322	1,442	3,110	Vehicle Rental	47,620	48,940	(1,320)	39,226 8,394
6,824	5,580	1,244	6,668	156	Vehicle Lease	79,273	66,960	12,313	79,654 (381)
752	655	97	752		Vehicle Insurance	9,024	7,265	1,759	8,834 190
188	50	138		188	Parking & Tolls	522	800	(278)	277 245
					Taxes & Fees				1,234 (1,234)
15,944	12,510	3,434	13,535	2,409	Total Vehicle Expense	186,006	167,491	18,515	172,691 13,315
3,726	2,864	862	2,689	1,037	Moving Supplies - Materials	42,116	43,230	(1,114)	37,001 5,115
					Moving Supplies - Equipment		1,000	(1,000)	420 (420)
	800	(800)			Uniforms	3,289	4,050	(761)	4,263 (974)
					Freight				694 (694)
	750	(750)	1,328	(1,328)	Third-Party	1,132	3,000	(1,868)	13,787 (12,655)
24		24		24	Weight Fees	318		318	276 42
					Per Diem				480 (480)
1,512	898	614	1,230	282	Claims	20,064	13,146	6,918	12,295 7,769
539	466	73	502	37	Cargo Insurance	5,892	5,401	491	5,910 (18)
350	350		350		Radio & Paging	4,200	4,200		4,200
6,151	6,128	23	6,099	52	Other Direct Expenses	77,011	74,027	2,984	79,326 (2,315)
50,401	50,567	(166)	37,355	13,046	Gross Profit	747,063	753,842	(6,779)	668,410 78,653
42.20%	46.06%	-1.72%	33.97%	137.79%	Gross Profit %	46.92%	46.91%	46.30%	41.22% -269.76%

0.01395

North Carolina
For the Twelve Months Ending Sunday, December 31, 2017

December					2017					
Monthly	Monthly	Act vs Bud	Monthly	Curr vs LY		YTD	YTD	Act vs Bud	YTD	Curr vs LY
Actual	Budget	Variance	Last Year	Variance		Actual	Budget	Variance	Last Year	Variance
5,741	5,734	7	(3,249)	8,990	Leases	56,173	49,679	6,494	56,613	(440)
1,052	500	552	449	603	Utilities	7,866	9,100	(1,234)	8,961	(1,095)
468	900	(432)	836	(368)	Repairs & Maintenance	3,918	3,435	483	2,723	1,195
					Security	5,662		5,662	54	5,608
378	300	78	610	(232)	Recycling & Trash	5,200	4,400	800	4,522	678
			4,300	(4,300)	Forklift Expenses	750	750		4,804	(4,054)
66	200	(134)	66		Extermination	1,381	2,400	(1,019)	1,459	(78)
	300	(300)	288	(288)	Supplies	2,341	3,600	(1,259)	2,464	(123)
					Cleaning	413		413		413
77	55	22	28	49	Depreciation	873	660	213	605	268
			558	(558)	Leased Storage	332		332	2,047	(1,715)
7,782	7,989	(207)	3,886	3,896	Total Facility Expenses	84,909	74,024	10,885	84,252	657
Regional General & Administrative										
3,285	4,769	(1,484)	1,503	1,782	Sales	56,831	57,084	(253)	48,754	8,077
7,743	13,832	(6,089)	13,972	(6,229)	Regional Sales	117,664	161,439	(43,775)	158,115	(40,451)
10,441	11,116	(675)	12,998	(2,557)	Operations	124,433	133,383	(8,950)	141,401	(16,968)
					Fleet Expenses	1,770		1,770	1,631	139
					Recruiting		300	(300)	330	(330)
868	310	558	238	630	IT	3,424	3,720	(296)	2,216	1,208
675	420	255	220	455	Marketing	3,907	6,540	(2,633)	8,354	(4,447)
678	665	13	379	299	Training	14,622	23,047	(8,425)	4,244	10,378
911	450	461	347	564	Office Expenses	4,845	5,500	(655)	5,411	(566)
835	807	28	1,004	(169)	Liability Insurance	10,952	9,681	1,271	10,982	(30)
573	2,500	(1,927)	5,123	(4,550)	Corporate Administration	16,803	26,000	(9,197)	30,967	(14,164)
4,742	4,491	251	4,463	279	Regional Overhead	62,969	65,730	(2,761)	66,532	(3,563)
1,018	1,127	(109)	925	93	Payroll Mgmt.Fee	12,724	15,360	(2,636)	13,485	(761)
15,977	1,000	14,977	6,565	9,412	Bad Debt	16,977	1,000	15,977	6,565	10,412
47,746	41,487	6,259	47,737	9	Total G & A Expenses	447,921	508,784	(60,863)	498,987	(51,066)
124,573	108,685	15,888	124,246	327	Total Expenses	1,378,066	1,435,905	(57,839)	1,536,285	(158,219)
(5,127)	1,091	(6,218)	(14,268)	9,141	Operating Income	214,233	171,034	43,199	85,171	129,062
-4.29%	0.99%	-64.30%	-12.97%	96.55%	Regional Profit Margin %	13.45%	10.64%	-295.08%	5.25%	-442.64%
			200	(200)	Non-Operating Revenue	1,092		1,092	1,025	67
					Gainsharing & Bonuses	7,776	7,200	576	7,200	576
(5,127)	1,091	(6,218)	(14,068)	8,941	Net Income	207,549	163,834	43,715	78,996	128,553
					(before corporate allocation)					
13,285	14,213	(928)	10,653	2,632	Corporate Allocation	127,742	170,658	(42,916)	124,564	3,178
(18,412)	(13,122)	(5,290)	(24,721)	6,309	Net Income	79,807	(6,824)	86,631	(45,568)	125,375

4/12/2018

Gentle Giant Moving Company NC LLC
Balance Sheet
For the Twelve Months Ending Saturday, December 31, 2016

	<u>2016</u>	<u>2015</u>	<u>Variance</u>	<u>Variance %</u>
Assets				
Current Assets				
Cash	\$46,603	\$148,657	(\$102,054)	-68.7%
Accounts Receivable	9,996	15,683	(5,687)	-36.3%
Prepaid Insurance	32,259	21,716	10,543	48.5%
Inventory	18,099	12,058	6,041	50.1%
Total Current Assets	<u>106,957</u>	<u>198,114</u>	<u>(91,157)</u>	<u>-46.0%</u>
Property and Equipment				
Vehicles	27,788	27,788		0.0%
Storage Crates	5,663	2,063	3,600	174.5%
Leasehold Improvements	2,300	2,300		0.0%
Total	<u>35,751</u>	<u>32,151</u>	<u>3,600</u>	<u>11.2%</u>
Less: Accumulated Depreciation	(31,530)	(28,368)	(3,162)	11.1%
Total Property and Equipment	<u>4,221</u>	<u>3,783</u>	<u>438</u>	<u>11.6%</u>
Other Assets				
Security Deposits	9,211	9,211		0.0%
Total Other Assets	<u>9,211</u>	<u>9,211</u>		<u>0.0%</u>
Total Assets	<u><u>120,389</u></u>	<u><u>211,108</u></u>	<u><u>(90,719)</u></u>	<u><u>-43.0%</u></u>

4/12/2018

Gentle Giant Moving Company NC LLC
Balance Sheet
For the Twelve Months Ending Saturday, December 31, 2016

	<u>2016</u>	<u>2015</u>	<u>Variance</u>	<u>Variance %</u>
	<i>Liabilities and Stockholders' Equity</i>			
Liabilities				
Customer Deposits	5,335	4,135	1,200	29.0%
Accounts Payable, Trade	1,612	4,098	(2,486)	-60.7%
Accrued Payroll Taxes	742	617	125	20.3%
Accrued Salaries	9,894	8,230	1,664	20.2%
Taxes Payable	(969)		(969)	0.0%
Other Accrued Expenses	2,190	11,359	(9,169)	-80.7%
Note Payable -Current portion	0	2,775	(2,775)	-100.0%
Due to Affiliates	74,762	18,815	55,947	297.4%
Total Current Liabilities	93,566	50,029	43,537	87.0%
Total Liabilities	93,566	50,029	43,537	87.0%
Stockholders' Equity				
Capital Stock	204,790	204,790		0.0%
Retained Earnings	(171,570)	(151,646)	(19,924)	13.1%
Current Earnings	(6,397)	107,935	(114,332)	-105.9%
Total Stockholders' Equity	26,823	161,079	(134,256)	-83.3%
Total Liabilities and Stockholders' Equity	120,389	211,108	(90,719)	-43.0%

PROPOSED RATES AND CHARGES FOR SERVICEProposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

See attached Tariff.

COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED

Commodities to be Transported: (Check one)

☒ Household Goods, as defined in R103-210(1)☐ Hazardous Wastes, as defined in R103-210(2)Requested Scope of Authority: Check all counties in which you are requesting permission to operate.

You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- | | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Abbeville | <input type="checkbox"/> Cherokee | <input type="checkbox"/> Florence | <input type="checkbox"/> Lee | <input type="checkbox"/> Saluda |
| <input type="checkbox"/> Aiken | <input type="checkbox"/> Chester | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington | <input type="checkbox"/> Spartanburg |
| <input type="checkbox"/> Allendale | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion | <input type="checkbox"/> Sumter |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Clarendon | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Marlboro | <input type="checkbox"/> Union |
| <input type="checkbox"/> Bamberg | <input type="checkbox"/> Colleton | <input type="checkbox"/> Hampton | <input type="checkbox"/> McCormick | <input type="checkbox"/> Williamsburg |
| <input type="checkbox"/> Barnwell | <input type="checkbox"/> Darlington | <input type="checkbox"/> Horry | <input type="checkbox"/> Newberry | <input type="checkbox"/> York |
| <input type="checkbox"/> Beaufort | <input type="checkbox"/> Dillon | <input type="checkbox"/> Jasper | <input type="checkbox"/> Oconee | |
| <input type="checkbox"/> Berkeley | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Kershaw | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Edgefield | <input type="checkbox"/> Lancaster | <input type="checkbox"/> Pickens | |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield | <input type="checkbox"/> Laurens | <input type="checkbox"/> Richland | |

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

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Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Gentle Giant Moving Company (NC), LLC (“Gentle Giant”). These services are furnished between points and places in the State of South Carolina.

Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

SECTION 1

1.0 TRANSPORTATION CHARGES

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a “straight time” basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Gentle Giant office location, and the clock stops when the movers return back to the office once they have unloaded at the customers’ new home.

Off-Season (October, November, December, January, February, March) Weekdays (Monday-Thursday)

One Mover	\$70/hour
Two Movers	\$110/hour
Three Movers	\$160/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

Off-Season Weekend (Friday-Sunday)

One Mover	\$85/hour
Two Movers	\$125/hour
Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

On-Season (April, May, June, July, August, September) Weekdays (Monday-Thursday)

One Mover	\$85/hour
Two Movers	\$125/hour

Gentle Giant Moving Company (NC), LLC South Carolina Household Goods Tariff

Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

On-Season Weekend (Friday-Sunday)

One Mover	\$85/hour
Two Movers	\$125/hour
Three Movers	\$185/hour
Each Additional Mover	\$45/hour
Each Additional Truck	\$20/hour

1.2 Minimum Hourly Charges

Customers will be charged a three-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, Gentle Giant will charge the applicable minimum.

Gentle Giant Moving Company (NC), LLC
South Carolina Household Goods Tariff

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 Bulky Article Charges (per item)

SERVICE (Bulky Articles, Loading/Unloading Charges, Wgt. Additives)	PER	RATES
When a shipment includes bulky items as named below, the following additional loading and unloading charge or weight additive will apply: LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required (except for carrier convenience).		
AIRPLANES OR GLIDERS	Each	\$198.00
AUTOMOBILES, TRUCKS OR VANS	Each	\$139.35
FARM TRACTORS	Each	\$118.75
HOT TUBS, SPAS, WHIRLPOOLS, & JACUZZIES over 100 cu. ft	Each	\$137.75
MOTORCYCLES, TRACTORS, GO CARTS, & RIDING MOWERS under 25 H.P.	Each	\$79.15
SNOWMOBILES OR RIDING GOLF CARTS	Each	\$79.15
SATELLITE T.V., RADIO DISCS, OR DISHES 4 ft. & over	Each	\$129.10
TRACTORS, RIDING MOWERS 25 H.P. & over, and ALL TERRAIN VEHICLES 110 cc and over	Each	\$118.75
TRAILERS (other than boat trailers)	Each	\$87.75
CAMPERS, UNMOUNTED ON TRUCKS (designed for carriage or pickup trucks)	Each	\$227.45
CAMPERS MOUNTED ON PICKUP TRUCKS (apply above charge for trucks)		
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS (transported set-up, not dismantled, in excess of 100 cu. ft.)	Each	\$149.75
HOME GYM EQUIPMENT – ELECTRONIC STAIRSTEPPERS, TANNING BEDS, ELECTRONIC NORDIC TRACKS, AND BOWFLEXES	Each	\$79.15
LARGE SCREEN TVs (over 40 inches)	Each	\$132.85
ANY BULKY ARTICLE OVER 400 LBS. not specified above	Each	\$111.80

2.1.1 Right to Decline to Move Items

Company reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

2.2 Piano, Organ, Pool Tables, or Laden Home Freezer Carry Charges

SERVICE (Piano, Organ, Pool Tables, Etc.)	PER	RATES
PIANO, ORGAN, POOL TABLES, OR LADEN HOME FREEZER CARRY CHARGES:		
HANDLING CHARGE for pipe organs, all grand pianos, and all other pianos of 38 inches or more in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$82.65
HANDLING CHARGE for all other types of organs and all other pianos less than 38 inches in height. (Charge is in addition to the flight carry charges)	Flat Charge	\$60.30
HANDLING CHARGE for any laden home freezer containing frozen foods (Charge is in addition to the flight carry charges).	Flat Charge	\$68.90
HANDLING CHARGE for pool tables with slate tops which are at least 42 inches in width, 84 inches in length, and weight more than 400 lbs. This charge does not include disassembling or reassembling by carrier. When such service is rendered by carrier, the Labor Charge in Item 4 will apply. (Charge is in addition to the flight carry charges)	Flat Charge	\$94.60
FLIGHT CARRY CHARGE-INSIDE A BLDG. OR HOUSE:		
First Flight (one floor or story to the next floor or story)	First Flight	\$24.75
Each additional flight	Flight	\$12.40
FLIGHT CARRY CHARGE-OUTSIDE A BLDG. OR HOUSE:		
First Flight (8 but not more than 20 steps)	First Flight	\$23.80
Each additional step over 20 steps	Step	\$0.50

2.3 Pick Up and Delivery

The Company does not charge an additional fee for making additional pick- ups or deliveries after the initial stop.

2.4 Packing and Unpacking

We are not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. We reserve the right to decline any moves consisting of extremely large or fragile items.

2.5 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

2.6 Waiting Time

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.7 Fuel Surcharge

On the first Monday of each calendar month, the "Central Atlantic Average" price of diesel fuel will be based on the price stated by the US Department of Energy (DOE), Energy Information Administration's (EIA) survey of "Retail on- Highway Diesel prices". This price will be obtained by calling the DOE fuel hotline at 202-586-6966 or via the DOE Internet website at www.eia.doe.gov.

Note 1: If the Central Atlantic fuel surcharge price per gallon exceeds \$.650, herein, the surcharge will be increased by an additional \$.250 for every \$.50, or fraction thereof, per gallon.

Note 2: Notwithstanding any other provisions for the tariff, the Fuel Surcharge Cost Adjustment Factor WILL APPLY to any charges/ trips applicable during the period that the Fuel Surcharge Cost Adjustment is in effect. It is at the discretion of the company to maintain a surcharge lower than the outline's calculation.

Note 3: The Fuel Cost Adjustment Factor WILL BE SHOWN SEPARATELY from the transportation/moving charges on documents for the purpose of identifying the amount as special fuel- related revenue.

Note 4: The carrier shall explain fully the fuel surcharge to be assessed prior to the move or during the estimate process.

South Carolina Fuel Surcharge

<u>Cost Per Gallon</u>	<u>Fuel Surcharge</u>
\$2.50- \$2.75	\$5/Per Truck/Per Day
\$2.75- \$3.00	\$10/Per Truck/Per Day
\$3.00- \$3.25	\$15/Per Truck/Per Day
\$3.25- \$3.50	\$20/Per Truck/Per Day
\$3.50- \$3.75	\$25/Per Truck/Per Day
\$3.75- \$4.00	\$30/Per Truck/Per Day
\$4.00- \$4.25	\$35/Per Truck/Per Day
\$4.25- \$4.50	\$40/Per Truck/Per Day
\$4.50- \$4.75	\$45/Per Truck/Per Day
\$4.75- \$5.00	\$50/Per Truck/Per Day
\$5.00-\$5.25	\$55/Per Truck/Per Day
\$5.25-\$5.50	\$60/Per Truck/Per Day
\$5.50-\$5.75	\$65/Per Truck/Per Day
\$5.75- \$6.00	\$70/Per Truck/Per Day

2.8 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$150 per night/ per truck.

Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

2.9 Hotel Fee

For moves within South Carolina totaling more than 150 miles (calculated as the sum of the distance from the Gentle Giant Office to the origin of the move to the move destination and back to the Gentle Giant office), there will be a hotel fee of \$250 for two movers or \$275.00 for three movers per night.

2.10 Holding Fee

If customer needs items held on a truck for more than four (4) hours on a scheduled move day, the customer will be charged a fee of \$150.

Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen, as set forth below.

3.1.1 Standard Valuation

This coverage is free with the customer move. In the event that anything is lost or damaged during the move, you will be reimbursed at \$0.60 per pound per article. That means if an item is damaged or lost, you are entitled to the value of the item or damage up to a maximum of the weight of the article times \$0.60 per pound. This value is often less than the actual value of your articles.

3.1.2 Depreciated Value Coverage

This coverage allows the customer to declare the total depreciated value of the shipment. If items are lost, damaged, or destroyed the customer is reimbursed the depreciated value of the goods declared or \$0.60 per pound per article, whichever is greater. This coverage costs \$0.50 for every \$100.00 of declared depreciated shipment value.

3.1.3 Full Replacement Coverage

This coverage allows the customer to declare the total value of their shipment. If articles are lost, damaged, or destroyed the customer is reimbursed the full value of the goods declared or \$0.60 per pound per article, whichever is greater. The coverage costs \$0.75 per \$100.00 of the declared total value of the shipment.

3.2 Presentation of Claims

If there is damage you discover on the day of your move, notify us immediately. All claims for loss, damage or overcharge must be written and attached to the Bill of Lading. In the event you have claims for concealed damage, The Company must be given a reasonable opportunity to inspect damaged items in their original packing. Our movers will complete a Damage Report before they leave your site.

If you discover damage after the move, call the office within 96 hours of your move.

The Carrier's liability shall not exceed the cost of repairing or replacing the lost or damaged property with material of like kind and quality. It shall also not exceed the actual cash value of the property at the time and place of loss, but in no event to exceed the released value.

Gentle Giant Moving Company (NC), LLC South Carolina Household Goods Tariff

The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or authorized agent of either. When the Carrier is directed to unload or to deliver the property (or render any services) at a place at which the consignee or its agent is not present, the property shall be at risk of the owner after unloading or delivery.

Where the carrier is directed to load property from (or render any services at) a place or places at which the consigner or its agent is not present, the property shall be at risk of the owner before loading.

The Carrier's liability with regards to sets and matched pieces shall be limited to repair or depreciated replacement of the lost or damaged piece or pieces only and shall not extend to repair, replacement or recovering of the entire set, but in no event to exceed the released value.

No loss or damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE (Made from Press board, particle board, engineered wood or ready to assemble)

Ready to assemble furniture is defined as meaning furniture manufactured from pressboard, particle board, engineered wood or similar materials which is shipped from the manufacturer in the knocked down "KD" or knocked down flat "KDF" condition to be assembled by the retail store, reseller or end user. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. It is not constructed to withstand the normal stress of a move as an assembled unit. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

When a Shipper elects to ship an article as defined above, in no case shall the liability of the carrier exceed \$0.50 (fifty cents) per pound per article or \$60.00 (Sixty dollars) per article, whichever is greater.

Gentle Giant Moving Company (NC), LLC

South Carolina Household Goods Tariff

3.3 Governing Publications

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. We will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of the Company's Bill of Lading. The terms and conditions of the Bill of Lading are hereby incorporated by reference.

Electronic format of the above mentioned documents will be an acceptable format for paperwork between the Carrier, Customer, Office of Regulatory Staff and Public Service Commission.

3.6 Delays

The Company shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all the rules, regulations, rates, and charges in Maximum Rate Tariff No. 1 on file with the North Carolina Utilities Commission including, but not limited to, the following terms and conditions:

SECTION 1. The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering combating or defending against an actual, impending, or expected attack: (A) by any government or sovereign power or by any authority maintaining or using military, naval, or air forces; or (B) by military, naval, or air forces; or (C) by an agent of any government, power, authority, or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, (4) seizure or destruction under quarantine or customs regulations, (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

SUBJECT, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding \$.60 per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to \$.60 per pound per article; or
- (2) Replacement value of the lost or damaged item beyond repair provided that shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article or articles having a value that exceeds \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3. Shipper's or consignor's and/or consignee's liability shall include the following:

(a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon the acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with the applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of either party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

(b) Shipper and/or consignor acknowledge that no explosives and/or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein. SECTION 4. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice of United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing caring for, and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any loss or damage, injury, or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

INSURANCE QUOTE

This form **MUST BE COMPLETED.**

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. THIS IS ONLY A QUOTE.

The following insurance quote is for:

Gentle Giant Moving Company (NC), LLC

Name of Applicant

3827 Barringer Dr., Charlotte, NC 28217

Address of Applicant

Amount of Premium:

Limits Quoted: (See Below)

Liability Insurance \$ \$ 90,136

Limits \$2,000,000

Cargo Insurance \$ \$ 153,401

Limits \$1,000,000

* Attach Certificate of Insurance if available.

Vanliner Insurance (Liability) / Hanover (Cargo)

Name of Insurance Company

MO / Massachusetts

Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of minimum limits for Household Goods carriers are listed below:

Vehicle liability for vehicles less than 10,000 lbs. GVWR	\$ 500,000
Vehicle liability for vehicles 10,000 lbs. or more GVWR	\$ 750,000
Cargo - For loss of or damage to property carried on any one motor vehicle	\$ 2,500
For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)

Gentle Giant Moving Company (NC), LLC

Name

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes

 ☒ No

 ☐ Pending (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory

 ☐ Conditional

 ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes

 ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes

 ☒ No
If "Yes", list judgements here:

--

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes

 ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes

 ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 EXECUTIVE CENTER DRIVE, SUITE 100
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc.gov to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

John Pavescha
Applicant's Signature

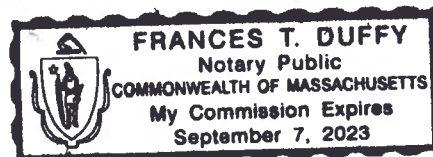
VP and General Manager
Title of Applicant (e.g. President, Owner, etc.)

STATE OF Massachusetts)
~~SOUTH CAROLINA~~)
COUNTY OF Middlesex)

SWORN TO BEFORE ME
This 29th day of March, 20 18

[Signature]
Notary Public

Commission Expires 9/7/23



Personal Identification Information

Name of Applicant: Gentle Giant Moving Company (NC), LLC

Address: 3827 Barringer Dr., Charlotte, NC 28217

Federal Employer
Identification Number:



***** **Confidential** *****

For Internal Use Only

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

Gentle Grant Moving Company (NC), LLC
Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
2. Can produce a copy of the FMCSR and the HM regulations;
3. Has in place a driver safety/orientation program;
4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392;395 and 396);
6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☐ Yes ☒ Not Applicable

Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:

Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes ☐ Not Applicable

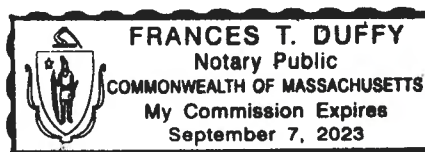
I, John Paocha, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

This 6th day of April, 2018

[Signature]
Notary Public

Commission Expires 9/7/23

John Paocha
Applicant's Signature



Print Application

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

CLERK'S OFFICE

NOTICE OF FILING

DOCKET NO. 2018-__-T

Pursuant to 10 S.C. Code Ann. Regs. §103-190, *et. seq.*, and pursuant to Title 58, Chapter 23 of the South Carolina Code, specifically S.C. Code Ann. §§ 58-23-1010, 58-23-20, 58-23-590, and the Rules and Regulations of the Commission, Gentle Giant Moving Company (NC), LLC, 3827 Barringer Drive, Charlotte, NC 28217 has filed an Application with the Public Service Commission of South Carolina (the Commission) for a Class E (Household Goods) Certificate of Public Convenience and Necessity to transport commodities as follows:

Household Goods, as defined in 10 S.C. Code Ann. Regs. 103-210(1):

Between Points and Places in South Carolina.

A copy of the company's request can be found on the Commission's website at www.psc.sc.gov under Docket No. 2018-__-T. Additionally, a copy of the request is available from John J. Pringle, Jr., Esquire, Adams and Reese LLP, 1501 Main Street, 5th Floor, Columbia SC 29201.

Any person who wishes to participate in this matter as a party of record, should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before __, **2018**, by filing the Petition to Intervene with the Commission, by providing a copy to the South Carolina Office of Regulatory Staff, at 1401 Main Street, Suite 900, Columbia, South Carolina 29201, and the Company's representative at the above address. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. Petitions to Intervene should be filed in accordance with Commission Regulation 103-825 and include the grounds for the intervention. ***Please refer to Docket Number 2018-__-T.***

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during any scheduled hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

April 6, 2018

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2018-122-T

IN RE:)	
)	
Application of Gentle Giant Moving Company)	CERTIFICATE OF SERVICE
(NC), LLC for a Class E (Household Goods))	
Certificate of Public Convenience and Necessity for)	
Operation of Motor Vehicle Carrier)	

This is to certify that I have caused to be served this day, one (1) copy of the Updated Application by placing a copy of same in the care and custody of the United States Postal Service (unless otherwise specified), with proper first-class postage affixed hereto and addressed as follows:

VIA ELECTRONIC MAIL SERVICE
 Lessie Hammonds, Esq.
 Office of Regulatory Staff
 Legal Department
lhammon@regstaff.sc.gov

s/ John J. Pringle, Jr.
 John J. Pringle, Jr.

June 11, 2018
 Columbia, South Carolina